

Clinton L. Tapper, OSB 084883
R. Scott Taylor, OSB No. 74324
Taylor & Tapper
400 E 2nd, Suite 103
Eugene, OR 97401
Ph: 541-485-1511 / fax: 541-246-2424
Scott@taylortapper.com
Clinton@taylortapper.com

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

DEBORAH ROPER and GARY ROPER,

Plaintiff(s),

vs.

AMERICAN FAMILY MUTUAL
INSURANCE COMPANY,

Defendant(s).

CASE NO.: 3:13-cv-889

COMPLAINT

JURY TRIAL REQUESTED

Deborah and Gary Roper, sister and brother, hereby plaintiffs, allege that, at all times material hereto, as follows:

PARTIES

1. Plaintiffs live in Portland Oregon and are domiciled in Oregon.
2. Defendant is an insurance corporation authorized to issue insurance and conduct business in the State of Oregon, but is foreign carrier with its principal place of business headquartered in another state.

JURISDICTION

3. This Court has diversity jurisdiction over the parties pursuant to 28 U.S.C.

COMPLAINT

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Taylor & Tapper
400 E 2nd Ave, Suite 103
Eugene, OR 97401
Ph: (541) 485 – 1511 / Fax: (541) 264 - 4866

sections 1332 and 2201. The amount in controversy exceeds \$75,000 exclusive of costs and interest.

VENUE

4. Venue in this District is proper under 28 U.S.C. section 1391 and L.R. 3.4. in Portland Oregon. The fire loss occurred in Multnomah County Oregon and the most convenient location for trial of this matter is in Portland Oregon.

FIRST CLAIM FOR RELIEF

5. Plaintiffs' were the beneficial owners of certain real property located in Multnomah County, Portland Oregon, and commonly referred to as 15310 NE Milton Portland Oregon, hereafter the "premises". Located on this premise was a single family residence lived in by plaintiff Deborah Roper and her domestic partner of many years.
6. Plaintiffs had purchased an insurance Home Owners Policy from defendant, hereafter the Policy, which was in effect on or about September 21 2012, naming plaintiffs as the insured.
7. On or about September 21 2012, a fire occurred that damaged the dwelling on the premises, rendering it uninhabitable, and ruining and destroying the contents therein.
8. Under the terms, conditions, limitations and exceptions contained in the policy, the policy provided replacement cost insurance coverage for the structure and the personal property located in the dwelling and damaged, plus loss of use, debris removal, plant or shrub losses and additional coverage's under the terms and conditions of the policy from losses due to perils such as fire.
9. Plaintiffs have submitted a claim for the damage caused by this fire.

10. Plaintiffs have done everything on their part under the policy with plaintiffs to be performed.
11. Plaintiffs notified an agent of Defendant on September 21, 2012 and again on September 22, 2012, of the fire loss. Defendant began its investigation of this loss at the burn site immediately upon receiving notice.
12. Defendant has failed or refused to participate in the claims process, investigation, payment, and other aspects of the insurance claim in good faith. This failure to honor the contract in good faith constitutes a breach of the policy.
13. Defendant has failed or refused to comport itself with the requirements of Oregon law for an insurance company in the claims process. This failure under Oregon law constitutes a breach of the policy.
14. Although defendant has made some payment for lost contents and additional living expenses, defendant has failed, refused, delayed and neglected to pay this entire claim which constitutes a breach of the Policy.
15. As a result of the breach of contract by defendant, plaintiffs have suffered damages as follows:
 - a. For loss to the house structure, in an amount not to exceed \$320,000;
 - b. For loss to personal property, in an amount not to exceed \$240,000;
 - c. For additional living expenses at the rate not to exceed \$4,000 per month from March 21 2013 until the dwelling is replaced and damaged contents paid in full;
 - d. For debris removal, plant and shrub restoration expenses, in an amount not to exceed \$25,000;

16. Plaintiffs are to recover prejudgment interest at the legal rate of 9% per annum that has accrued on each past due benefit under the policy from September 22 2012 until paid.

17. Plaintiffs have been required to retain the services of an attorney in this matter and should be awarded their reasonable attorney fees incurred herein pursuant to ORS 742.061.

WHEREFORE, Plaintiffs pray that they recover as alleged above and for their costs and disbursements incurred herein.

Dated this 29th day of May 2013.

/s/ R. Scott Taylor

R. Scott Taylor, Attorneys at Law
Taylor & Tapper, Attorneys